

ROW005A

BK 0394 PG 0408

94207003.WA

5-11-99d ds

Estate of Lelia Gray Jones, et al

003-0-00-W

Do not record above this line

WARRANTY DEED

STATE MS. - DESOTO CO.

JUN 20 3 57 PM '01

THE STATE OF MISSISSIPPI

County of Desoto

BK 394 PG 408  
W.E. DAVIS CLK.

For and in consideration of One Hundred Sixteen Thousand  
Seven Hundred Sixty-Six and NO /100 Dollars (\$116,766.00)  
the receipt and sufficiency of which is hereby acknowledged, I/or we,  
the undersigned, hereby grant, bargain, sell, convey and warrant unto  
the Mississippi Transportation Commission the following described  
land:

Indexing Instructions: SW 1/4, Section 35, Township 2  
South, Range 8 West, Desoto  
County, Mississippi.

Begin at the point of intersection of the North line of  
grantors property with the centerline of survey of State  
Project No. 94-0029-02-007-10 (102552/001000) at Highway  
Survey Station 30+095.40; from said point of beginning run  
thence North 89° 51' 44" East along said North property  
line, a distance of 374.710 meters (1229.364 feet); thence  
run South 18° 48' 41" West, a distance of 47.092 meters  
(154.501 feet) to a point that is 60.000 meters (196.850  
feet) Northerly of and perpendicular to the centerline of  
survey of said project at Station 30+450; thence run South  
70° 56' 39" East, a distance of 46.629 meters (152.982  
feet) to the Eastern line of grantors property; thence run  
South 00° 00' 46" East along said Eastern property line, a  
distance of 63.494 meters (208.314 feet) to the centerline  
of survey of said project at Station 30+517.400; thence run  
South 00° 00' 46" East along said Eastern property line, a  
distance of 63.473 meters (208.245 feet); thence run North  
70° 56' 39" West, a distance of 107.118 meters (351.437  
feet) to a point that is 60.000 meters (196.850 feet)  
Southerly of and perpendicular to the centerline of survey

of said project at Station 30+430.988; thence run South 55° 55' 45" West, a distance of 50.169 meters (164.596 feet); thence run South 75° 50' 39" West, a distance of 179.645 meters (589.386 feet); thence run South 63° 51' 43" West, a distance of 75.179 meters (246.650 feet) to a point that is 30.000 meters (98.425 feet) Southeasterly of and perpendicular to the centerline of survey of Robertson Road at Station 9+727.013; thence run North 25° 29' 02" West, a distance of 60.000 meters (196.850 feet); thence run North 63° 57' 10" East, a distance of 70.765 meters (232.169 feet) to a point that is 30.000 meters (98.425 feet) Northwesterly of and measured radially to the centerline of survey of said Robertson Road at Station 9+800; thence run North 44° 08' 50" East, a distance of 79.938 meters (262.264 feet); thence run North 08° 24' 36" West, a distance of 23.235 meters (76.230 feet) to a point that is 60.000 meters (196.850 feet) Southerly of and measured radially to the centerline of survey of said project at Station 30+225; thence run Westerly along a line that is 60.000 meters (196.850 feet) Southerly of and parallel with the centerline of survey of said project, having a radius of 3435.000 meters (11269.685 feet), an arc distance of 426.126 meters (1398.051 feet) [said arc having a chord bearing of North 77° 52' 30" West for a distance of 425.853 meters (1397.156 feet)] to the Northern line of grantors property; thence run North 89° 48' 34" East along said Northern property line, a distance of 307.174 meters (1007.789 feet) to the point of beginning, containing 7.681 hectares (18.980 acres), more or less, and being situated in and a part of the Southwest 1/4, Section 35, Township 2 South, Range 8 West, Desoto County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the lands described above.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

The grantors herein agree to pay all real property taxes assessed against the above described property for the current year.

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 2 day of February, A.D., 2001.

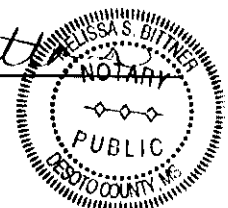
Mark G. Jones  
MARK G. JONES

STATE OF TENNESSEE  
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said County and State, the within named MARK G. JONES, who acknowledged that he signed and delivered the above and foregoing *Warranty Deed* as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal this the 2<sup>nd</sup> day of February, 2001.

Melissa S. Pittman  
Notary Public



MY COMMISSION EXPIRES  
September 22, 2004

My Commission Expires:  
2-22-2004

Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512 NA  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:

773 Leland  
Memphis, TN 38104  
Phone Number: (901) 767-3192  
NA

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

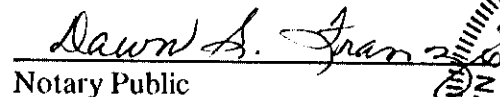
Witness my signature this the 20 day of February, A.D., 2001.

  
ANNE MARIE CASKEY

STATE OF TENNESSEE *Mississippi*  
COUNTY OF SHELBY *Desoto*

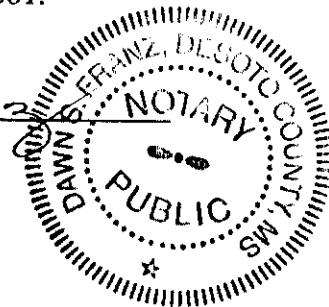
This day personally appeared before me, the undersigned authority in and for said County and State, the within named ANNE MARIE CASKEY, who acknowledged that she signed and delivered the above and foregoing *Warranty Deed* as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal this the 20th day of February, 2001.

  
Notary Public

My Commission Expires:

8/30/2002



Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:

1659 Vinton Ave.  
Memphis, TN 38104  
Phone Number: (901) 272-1240

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 2 day of February, A.D., 2001.

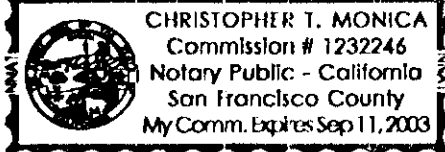
  
JULIA NORWOOD CASKEY

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named JULIA NORWOOD CASKEY, who acknowledged that she signed and delivered the above and foregoing *Warranty Deed* as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal this the 2 day of Feb, 2001.



My Commission Expires:

9-11-03

  
Notary Public

Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:

3277 Washington St. #5  
San Francisco, CA 94115

Phone Number: (415) 441-8680

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.


Witness my signature this the 29<sup>th</sup> day of January, A.D., 2001.

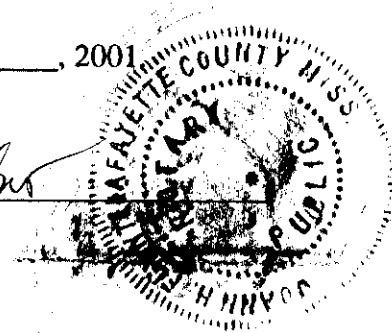
  
WALK C. JONES, IV

STATE OF Mississippi  
COUNTY OF Lafayette

This day personally appeared before me, the undersigned authority in and for said County and State, the within named WALK C. JONES, IV, who acknowledged that he signed and delivered the above and foregoing *Warranty Deed* as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal this the 29<sup>th</sup> day of January, 2001

  
Notary Public



My Commission Expires:

~~My Commission Expires September 23, 2004~~

Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:

109 Lakeway Dr.  
Oxford, MS 38655  
Phone Number: (601) 767-3192

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 29<sup>th</sup> day of January, A.D., 2001.

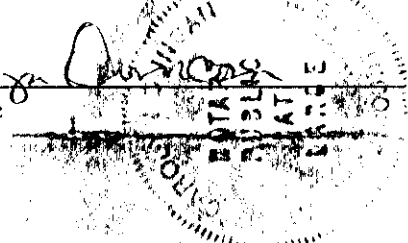
William G. N. Jones  
WILLIAM G. N. JONES

STATE OF Tennessee  
COUNTY OF Haywood

This day personally appeared before me, the undersigned authority in and for said County and State, the within named WILLIAM G. N. JONES, who acknowledged that he signed and delivered the above and foregoing *Warranty Deed* as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal this the 29 day of January, 2001.

Carolyn Ann Cox  
Notary Public



My Commission Expires:  
07-29-03

Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:

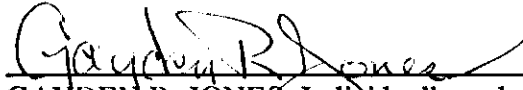
705 West Main St.  
Brownsville, TN 38012  
Phone Number: (901) 767-3192



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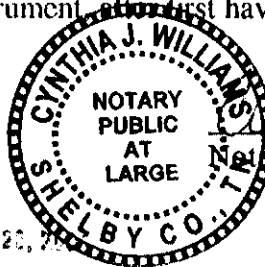
It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 30 day of January, A.D., 2001.

  
GAYDEN R. JONES, Individually and as  
Testamentary Trustee under the Last Will and  
Testament of Walk Jones, III

STATE OF Tennessee  
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 30 day of January, 2001, within my jurisdiction, the within named GAYDEN R. JONES, who acknowledged that she is the Testamentary Trustee under the Last Will and Testament of Walk Jones, III, and that individually and in said representative capacity, she executed the above and foregoing instrument, ~~after~~ first having been duly authorized to do so.



My Commission Expires:

MY COMMISSION EXPIRES OCT. 20, 2003

  
Cynthia J. Williams  
Notary Public

Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:


254 East Cherry Circle  
Memphis, TN 38117

Phone Number: (901) 767-3192

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

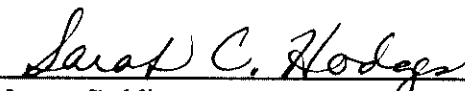
Witness my signature this the 29th day of January, A.D., 2001.

  
JOHN B. MAXWELL, JR., Testamentary  
Trustee under the Last Will and Testament of  
Walk Jones, III and as  
Executor of the Estate of Evelyn Gray

STATE OF TENNESSEE  
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 29th day of January, 2001, within my jurisdiction, the within named JOHN B. MAXWELL, JR., who acknowledged that he is the Testamentary Trustee under the Last Will and Testament of Walk Jones, III, and the Executor of the Estate of Evelyn Gray, and that in said representative capacities, he executed the above and foregoing instrument, after first having been duly authorized to do so.



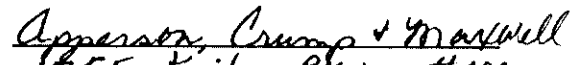
  
Notary Public

My Commission Expires:  
12-10-03

Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:

  
1955 Kirby Pkwy, #100  
Memphis, TN 38120  
Phone Number: (901) 757-1296

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 29<sup>th</sup> day of JANUARY, A.D., 2001.

GRAY LAKE, LLC

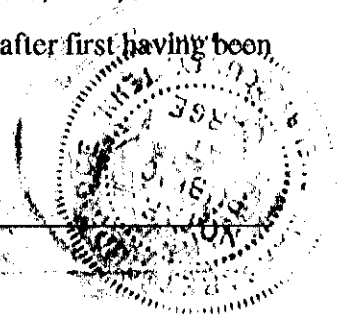
By: Raymon E. Fracchia  
Raymon E. Fracchia, Manager

STATE OF TENNESSEE  
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 29 day of JANUARY, 2001, within my jurisdiction, the within named RAYMON E. FRACCHIA, who acknowledged that he is the Manager of Gray Lake, LLC, and that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized to do so.

Wesley E. Smith  
Notary Public

My Commission Expires:  
11-29-03



Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:

P.O. Box 772009  
Memphis, TN 38117  
Phone Number: (662) 393-4450

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 29<sup>th</sup> day of JANUARY, A.D., 2001.

CHERRY TREE LAND COMPANY, LLC

By: *Raymon E. Fracchia*  
Raymon E. Fracchia, Manager

STATE OF TENNESSEE

COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 29 day of January, 2001, within my jurisdiction, the within named RAYMON E. FRACCHIA, who acknowledged that he is the Manager of Cherry Tree Land Company, LLC, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized to do so.

*Myra E. Fracchia*  
Notary Public

My Commission Expires:

11-29-03

Grantee, Prepared by and return to:

Miss. Department of Transportation  
Right of Way Division  
P. O. Box 1850  
Jackson, MS 39215-1850  
Phone Number: 601/359-7512  
Account No. 94-0029-02-007-10  
(102552/001000)

Grantor Address:

P.O. Box 772009  
Memphis, TN 38117  
Phone Number: (662) 393-4450